

THOMAS CONNELL

IBLA 82-978

Decided January 27, 1983

Appeal from decision of Eastern States Office, Bureau of Land Management, rejecting acquired lands oil and gas lease offer ES 25337.

Affirmed.

1. Oil and Gas Leases: Acquired Lands Leases -- Oil and Gas Leases:
Description of Land -- Regulations: Interpretation

It is proper to reject an acquired lands oil and gas lease offer submitted for less than an entire tract of acquired lands, not surveyed under the rectangular system of public land surveys, where the boundary of the land sought is not described by course and distance between each successive pair of angle points of the boundary of the tract.

APPEARANCES: Thomas Connell, pro se.

OPINION BY ADMINISTRATIVE JUDGE HENRIQUES

Thomas Connell appeals the Eastern States Office, Bureau of Land Management (BLM), decision of May 14, 1982, which rejected his acquired lands oil and gas lease offer, ES 25337, because the land description did not conform to the requirements set out in 43 CFR 3101.2-3(b)(1). That regulation reads as follows:

(b)(1) Lands not surveyed under the rectangular survey system. If the lands have not been surveyed under the rectangular system of public land surveys, and the tract is not within the area of the public land surveys, it must be described as in the deed or other document by which the United States acquired title to the lands or minerals. If the desired land constitutes less than the entire tract acquired by the United States, it must be described by courses and distances between successive angle points on its boundary tying by course and distance into the description in the deed or other document by which the United

States acquired title to the land. In addition, if the description in the deed or other document by which the United States acquired title to the lands does not include the courses and distances between the successive angle points on the boundary of the desired tract, the description in the offer must be expanded to include such courses and distances.

Appellant's offer was for a part of USFS tract WT-1, acquired by the United States Forest Service (USFS) for the Cherokee National Forest. The offer listed some 218 angle points, with a course and distance shown between each, but with one exception. The final call from angle point 387 to angle point 169, the point of beginning, recites merely: "Thence in a northwesternly direction, across said Tract WT-1 to corner 169, the place of beginning, containing 6,509.1 acres, more or less, in this part of Tract WT-1."

The Forest Service report of June 29, 1981, indicates that all of USFS Tract WT-1 is embraced within 3 offers, ES 25335, ES-25336, ES-25337, but that the total acreage set out in the offers is 23,307.42 acres, whereas Tract WT-1 contains only 22,593.18 acres, as shown on the Forest Service acquisition records.

Without a course and distance for the final call in the description given in offer ES 25337, BLM cannot compute the acreage sought or verify the acreage figure set out in the offer.

Appellant states it is difficult for him to comprehend why his offer was rejected. He avers that the offer adequately described the acreage; that the USFS had reported his maps and description are accurate, and the adjoining boundaries are in agreement, and that the courses and distances being disputed give the proper direction and attach to known points.

[1] A metes and bounds description, with courses and distances between the successive angle points, is properly required by 43 CFR 3101.2-3(b)(1), and the responsibility for furnishing a proper and adequate description of lands in an acquired lands oil and gas lease offer is upon the offeror. Sam P. Jones, 45 IBLA 208 (1980). The description in an acquired lands oil and gas lease offer of lands not surveyed under the rectangular survey system without metes and bounds between the successive angle points is defective. Arthur E. Meinhart, 11 IBLA 129 (1973); Arthur E. Meinhart, 6 IBLA 39 (1972). An oil and gas lease offer is properly rejected where the metes and bounds description fails to give course and distance between each successive pair of angle points. Cf. Duncan Miller, A-30788 (Aug. 23, 1967).

So, in this case, we must affirm BLM in its rejection of lease offer ES 25337 because the metes and bounds description did not give the course and distance between each successive angle point, specifically, between angle point 387 and angle point 169.

This action is not prejudicial to the submission of a proper and complete metes and bounds description for the offer, but such an amended offer would be subject to any intervening rights of third parties.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Douglas E. Henriques
Administrative Judge

We concur:

Gail M. Frazier
Administrative Judge

Will A. Irwin
Administrative Judge

